BANGALORE DEVELOPMENT AUTHORITY

T. Chowdaiah Road, Kumara Park West, Bangalore – 560 020.

REQUEST FOR PROPOSAL (RFP)

"Management of Commercial Facility in Malleshwaram Market Complex, Sampige Road, Malleshwaram, Bengaluru,on Concession Model (PPP)"

Through Private Participation under Concession Model (PPP)

Office of the Executive Engineer,
Markets Division,
Banaglore Development Authority,
T. Chowdaiah Road,
Kumara Park West,
Benagalure- 560020

E-mail: id4eebda@gmail.com

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DISCLAIMER

The information contained in this Request for Proposal ("RFP") document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the **Bangalore Development Authority (BDA),** or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP document and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bids for qualification and in making their financial offers pursuant to this RFP (the "Bids"). The RFP document does not purport to contain all the information each Applicant may require. This RFP document may not be appropriate for all persons, and it is not possible for the **Bangalore Development Authority (BDA),** Representatives, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP document. Certain Applicants may have a better knowledge of the proposed Project than others. Each Applicant should conduct its own investigations and analysis, and should check the accuracy, reliability and completeness of the information in this RFP document, and obtain independent advice from appropriate sources. The **Bangalore Development Authority (BDA),** Representatives, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rule or regulation as to the accuracy, reliability or completeness of the RFP document.

BDA may in their absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

BANGALORE DEVELOPMENT AUTHORITY

T. Chowdaiah Road, Kumara Park West, Bangalore – 560 020.

No :BDA/EE/Markets/TEN/ T – 687/2025-26

Office of the Executive Engineer
Markets Division
Bangalore Development Authority
Bangalore – 560 102.
Date: 29.01.2026

NOTICE INVITING TENDER

(Through GOK e – Procurement Platform http://kppp.karnataka.gov.in)

Bangalore Development Authority invites proposal for the **Management**of **Commercial Facility in Malleshwaram Market Complex at Sampige Road, Malleshwaram, Bengaluru**, through Electronic Tendering (E-procurement) single stage two bid bidding system from the interested Professionally Competent and financially sound parties for Design, Build, Finance, Operate, Manage and Transfer.

Invitation for Tender (IFT) Document may be downloaded from the Government of Karnataka E-procurement Website https://kppp.karnataka.gov.in from **29-01-2026** under login for Bidders. For Additional information on Registration and E-payment, visit GoK KPP Portal helpdesk contact no. +91 80 46010000, +91 80 68948777 and KPP Portal Cell contact no. 080-22230960, 080-22234115.

The duly filled E-Tender along with self-attested copies of Experience/Work done certificate, EMD of Rs.25,00,000/- (Rupees Twenty Five Lakhs only) (Rs.1,00,000/- in the E-procurement portal and Rs.24,00,000/- payable to Commissioner, BDA in the form of Bank Guarantee or Demand Draft.

1. **Site Visit:**

The Tenderer at his own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Tender and entering into a Concession Agreement. The cost of visiting the site shall be at the Tenderer's own expense.

2. **Other details can be seen in the tender documents.**

Sl No	Name of Work	EMD Rs. In lakhs	Concession Period
1	**ManagementCommercial Facility in Malleshwaram Market Complex at Sampige Road, Malleshwaram, Bengaluru** on Concession Terms under PPP (DBFOT) Model (Quarterly Concession Payment method)	25.00	30 Years

3. **Clarification of Tender Documents:**

A prospective tenderer requiring any clarification of the tender documents or additional information may contact Executive Engineer, Markets Division, BDA (Mob:9986587126) indicated in the invitation to tender. Or through email: id4eebda@gmail.com upto date and time notified below.

The Tenderer or his Authorized Representative is invited to attend a **Pre-Bid Tender Meeting**, which will take place at the Office of the **Engineer Member, Bangalore Development Authority**, T. Chowdaiah Road, Kumara Park West, Bangalore – 560 020 on the date and time notified below.

4. **Calendar of Events**

(1) Date of availability of Tender Documents in e-portal: 29.01.2026

(2) Last date and time for submission of Tender Pre-Bid enquiries: 02.02.2026, 3.00 P.M.

(3) Date and time of Tender Pre-Bid Meeting: 03.02.2026, 3.00 P.M.

(4) Last date and time for submission of Tender: 02.03.2026,4.00 P.M.

(5) Date of opening Technical Bid of Tender: 03.03.2026 after 4.30 P.M Interested Bidders can view further details on https://kppp.karnataka.gov.in and for more details it is requested to contact the Market Division of BDA during office hours.

Any changes in calendar of events will not be published in newspapers and will be notified in E-procurement only.

5. Any Conditional Tender will be rejected.

6. Tenderer shall upload scanned copies of certificates pertaining to their eligibility criteria, essential conditional criteria, financial criteria documents etc. No physical documents shall be considered. All the participants shall produce all the original documents for verification after the opening of Technical Bid.

7. The BDA reserves the right to reject any or all of the Tenders without thereby incurring any Liability or Obligation to inform the Tenderers / Bidders of the Reasons for such action.

8. Interested Tenderer may obtain further information at Employer's address indicated in the invitation of tender during office hours.

Executive Engineer
Markets Division,
Bangalore Development Authority
Bangalore

1. Introduction

1.1. Background

1.1.1 The Bangalore Development Authority (BDA) (the "Authority") came into existence in 1976 as a successor to the erstwhile City Improvement Trust Board. It was established by way of a separate act in the state legislature vide the BDA Act 1976, and it came into effect on 6th January 1976. Development of Bengaluru in a planned manner, creating quality infrastructure, provision of sites and services and catering to the housing needs of the under privileged are the focus areas of the BDA. Its Vision is "To transform Bengaluru to an ideal global destination with high quality infrastructure, better quality of life by ensuring sustainable and planned development based on effective monitoring, regulation, through participatory and innovative approach".

1.1.2 Malleshwaram is an important residential hub in Bangalore. The Bangalore Development Authority (BDA) is the owner of "Commercial Facility" constructed/facilitated within Malleshwaram Market Complex (hereinafter collectively referred to as Commercial Facility) at Sampige Road, Bangalore. With an objective to provide better facilities to the community and for better commercial utilization of the Market Complex comprising of Vegitable / Flower and other Market Place and Commercial / Retail Space, BDAintends to lease the Commercial facility, by allowing the developer/Retail Property Owner/Possessor to Decorate, Finance, Own and maintain the Commercial Facilitysituated within Malleshwaram Market Complex (hereinafter collectively referred to as Commercial Facility), through Public Private Partnership (the "PPP") and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Commercial Facility may be awarded.

1.1.3 The Commercial Facility is to be operated and maintained under a Design/Decorate, Build, Finance, Operate, Lease and Transfer (**DBOLT**) i.e. under Concession Model

for a Concession period of 30(thirty) years and is further extendable by the parties for further 30 (thirty) years based on performance as prescribed in the Concession Agreement. The Selected Bidder, who is either company incorporated under Companies Act, 1956/2013 or its substitute thereof or undertakes to incorporate as such prior to execution of the Concession Agreement (the "Concessionaire") shall be responsible to design the entire Commercial facility, construct the partition walls, design and furnish the 'build to suit retail units/outlets', Decorate the Commercial Facility, engineer, refurbish, modify, demolish, alter or procure,source the retailers, market, to manage events, identify, source the Shop keepers/sub-Lessees/Retailers, and Sub-lease the retail outlets, office units and other facilities,finance, operate, maintain, manage and transfer the commercial facility as per standards set out in the Concession Agreements. The Concessionaire is allowed to use the Commercial Facility and permitted to exercise and/ or enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set forth in the Concession Agreement including the right to collect, retain and appropriate all tariffs, Parking Fees, rentals, other fees and charges for the facilities and services provided, and to hand back the Commercial Facilities on the Expiry Date or the Termination Date as the case may be ("the Concession"), in good and usable and aesthetic condition under and in accordance with the provisions of a long term Concession Agreement (the "Concession Agreement") to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant thereto.

1.1.4 The design, decoration, furnishing, marketing and implementation period allowed for the Commercial facility will be 9 (Nine) months from the date of signing of Concession Agreement (appointed date).

1.1.5 The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire's services and obligations (the "Concession").

1.1.6 The Concessionaire shall be permitted to commercially exploit the Commercial Facility and services and adapt the same to suit the changing market trends or business needs/ expectancies from time to time so long as such exploitation is not opposed or detrimental to the public good and is also in conformity with applicable

laws,for commercial use by the Concessionaire/Lessee including offices, call centres and BPO's / KPO's, hotels, rooms, restaurants, food courts, alcoholic liquor, and pub/bars, entertainment complexes (multiplex, cinema hall, auditorium, healthcare institutions (hospitals, research institutions, health tourism, and other health facilities) museum, games complex with video games, bowling alley, snooker/ billiards etc.), shopping mall, amusement park, convention centres, commercial parks, SEZ, and / or office space, business centres, educational institutions, coaching centres and such other activities including the above mentioned that are legally permissible etc.

1.1.7 Bids are invited for the Project on the basis of the highest quarterly concession fee (the "Quarterly Concession Fee") offered by a Bidder for undertaking the Project. The concession period is pre-determined, as indicated in the Concession Agreement. The Bidder, who offers Highest Quarterly Concession Payment to BDA, shall be selected, subject to the fulfilment of other conditions in this RFP. The concession Fee quoted by the selected bidder shall be increased at the rate of 5% every 5 years. While quoting of concession fee, the bidder shall keep in vision of all India average inflation rate in reference to the Consumer Price Index for rental increases for Commercial Buildings as published by Government of India for Bangalore (Urban) from time to time besides the market rates of rentals for specific location of the Project Facility. The quarterly concession payment shall be made by selected bidder effective from the Commercial Operations Date of the Commercial Facility. Subsequent Concession payments, till the end of the Concession Period, shall be made on a quarterly basis. The last concession payment for a commercial facility shall be paid on the last quarter before the expiry of the Concession Period.

1.1.8 In this RFP, the term "Highest Bidder" shall mean the Bidder who is offering the highest Quarterly Concession Fee above the bid reserve price.

1.1.9 Generally, the Selected Bidder shall be the Highest Bidder. The remaining Bidders shall be kept in reserve and may be invited to match the Bid submitted by the highest Bidder in case such highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of Highest Bidder, the Authority may, in its discretion, invite fresh Bids from all remaining Bidders or annul the Bidding Process, as the case may be.

1.1.10 The Concessionaire will be entitled to levy and charge an appropriate user fees from Lessees/Sub-lessees of the Commercial facility, as prescribed in the Concession Agreement.

1.1.11 Terms used in this RFP document which have not been defined herein, shall have the meaning ascribed thereto in the draft Concession Agreement.

1.1.12 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP as modified, altered, amended and clarified from time to time by the Authority, (collectively the “Bidding Documents”) and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in relevant Clause for submission of Bids.

1.1.13 Other details of the process to be followed under this bidding process and the terms thereof are spelt out in this RFP.

2. Bidding Process

A. General

2.1 The Authority has adopted a single stage two envelop online tendering process (referred to as the "Bidding Process") in accordance with the Karnataka Transparency in Public Procurement Act, 1999, for selection of the Bidder for award of the Project. Eligibility and qualification of the Bidder will be first examined based on the details submitted under first envelop (Technical Bid) with respect to eligibility criteria, qualification criteria Technical Proposal prescribed in this RFP. (The “Bidder”, which expression shall, unless repugnant to the context, include the members of the Consortium). The Financial Bid under the second envelop shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualification requirements as per this RFP.

2.1.1 Bidders would be required to furnish the information in two separate covers. The first cover would have the Technical Bid with respect to eligibility criteria and qualification criteria and Technical Proposal comprising of documentary proof for Qualification requirements (experience, financial capability and technical capability) prescribed in this RFP. During the evaluation of first cover, the experience and financial capability,technical proposal(of the eligible project) demonstrating the technical capabilities shall be considered based on the merits and similar experience of the bidderto qualify in the technical bid, as per this RFP. Second envelop shall be opened of bidders whose technical bids submitted in the First cover are declared as successful.

2.1.2 BDA wishes to receive Proposals from interested parties for the Project in order to identify the Successful Bidder.

2.1.3 The Proposals would be evaluated on the basis of the evaluation criteria set out in this RFP document ("Criteria for Qualification" and "Criteria for Evaluation") in order to identify the Successful Bidder for the Project ("Successful Bidder"). The Successful Bidder would then have to enter into a Concession Agreement with BDA, and perform its obligations as stipulated therein, in respect of the Project. The draft Concession Agreement forms part of this RFP document. BDA will also execute a lease deed containing similar terms enumerated in the Concession Agreement with the successful bidder for the period of the Concession in case the legal need arises.

2.1.4 The Project would be awarded to the Successful Bidder after evaluating the Proposals on the basis of the bidding criteria specified in the RFP document for the Project. Further details of the process to be followed at the Proposal Stage would be spelt out in the RFP document.

The complete Bidding Documents including the draft Concession Agreement for the Project is enclosed for the Bidders. Subject to the provisions of Clause 2, the aforesaid documents and any addenda issued subsequent to this RFP document will be deemed to form part of the Bidding Documents.

2.2 Scope of Proposal

2.2.1 Scope of work will broadly include design, engineer, refurbish, modify, construct, alter, procure,finance and development of retail units and office units etc. in the Commercial facility. The scope of proposal also includes marketing, sourcing of sub-Lessees/Retailers, and Sub-leasing the retail outlets, office units, tenanting, re-tenanting,and other services involved in the Commercial Facility, and the operation and maintenance thereof of the Project Facility / commercial complex comprising of various utilities and services, STP, Sump tanks, Elevators/Lifts, Escalators, Chiller Plants, Solar Equipments etc. and more particularly as set forth in the Concession Agreement.

B. Instructions to the Bidders

2.3 Eligible Bidders

2.3.1 The Bidders eligible for participating in the bidding process shall be any one of the following two categories:

A single Business Entity defined as a company incorporated under the Companies Act, 1956 and if it is a foreign company under an equivalent law abroad OR a proprietorship/ partnership firm/ individual.In case the Bidder, which is a Business Entity (hereinafter called as “Lead Member”) intends to associate with others it could associate with another individual or Business Entity (hereinafter called as “Associate member”) and with whom a valid Joint Bidding Agreement shall be made formalizing such an arrangement in the prescribed format. This joint entity shall hereinafter be referred as "Consortium." Any reference to Consortium shall mean and applicable to single entity or partnership / proprietorship firm or an individual also. The Bidder shall be required to form an appropriate Special Purpose Vehicle, incorporated under the Companies Act or Limited Liability Partnership or a Partnership Firm (the “SPV”), to execute the Concession Agreement and to implement the Project.

2.3.2 Proposals submitted by a Consortium should comply with the following additional requirements:

a. The number of members in a Consortium would be limited to Three (3) members;
b. The members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;
c. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 35% (thirty five per cent in case of 3 members of Consortium and shall have at least 51% share holding in the event of two member consortium) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format prescribed, signed by all the other members of the Consortium;
d. The Proposal should contain the information required from each member;
e. The Proposal should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
f. A Bidder who has applied for a Project in its individual capacity or as part of a Consortium cannot participate as a member of any other Consortium applying for the Project;
g. The members of the Consortium shall enter into a Joint Bidding Agreement for the purpose of execution of the Concession Agreement in the event of being selected.

The Joint Bidding Agreement should, inter alia:

(i) Convey the intent to form an SPV, solely for the purpose of domiciling the Commercial Facility and no other purpose, with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession is awarded to the Consortium;
(ii) Clearly outline the proposed roles and responsibilities, if any, of each member;
(iii) Commit the minimum equity stake of 11% (eleven percent) to be held by each member or more of the paid up and subscribed equity of the SPV;
(iv) Members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the

SPV at all times until 5 (five) years from the commencement of the commercial operation date of the Commercial Facility; and

(v) Include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Commercial Facility until the Financial Close of the Commercial facility is achieved in accordance with the Concession Agreement.

The Joint Bidding Agreement entered into between the members of the Consortium should be specific to this Project and should contain the above requirements.

2.3.3 While Qualification is open to persons from any country, the following provisions shall apply:

(a) Where, on the date of the Bid, not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where an Bidder or its Member is controlled by persons resident outside India; or

(b) if at any subsequent stage after the date of the Bid, there is an acquisition of not less than 25% (twenty five percent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bidder or its Memberthen the Eligibility of such Bidder shall be subject to approval of the Authority from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

(c) The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

(d) The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

2.3.4 Any entity which has been barred by BDA, Government of Karnataka (GoK), any other State Government in India (SG) or Government of India (GoI), or any of the agencies of GoK/ SG/ GoI participating in projects (BOT or otherwise) and the bar subsists as on the Proposal Due Date, would not be eligible to submit a Proposal, either individually or as member of a Consortium.

2.3.5 An international Bidder bidding individually or as a member of a Consortium shall ensure that Power of Attorney is legalised / apostille by appropriate authority notarised in the jurisdiction where the Power of Attorney is being issued and requirement of Indian Stamp Act is duly fulfilled.

2.3.6 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft concession agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

2.3.7 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.3.8 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.

2.3.9 The Bidding documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority (BDA) and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority (BDA) will not return to the Bidders any Bid, document or any information provided along therewith.

2.3.10 This RFP is not transferable.

2.3.11 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.

2.4 Number of Proposals

Each Applicant shall submit only one (1) Proposal, in response to this RFP. Any bidder, who submits more than one Proposal, will be disqualified.

2.5 Proposal Preparation Cost

The Bidder shall be responsible and shall pay for all of the costs associated with the preparation of its Proposal and its participation in the bidding process. BDA will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the bidding process.

2.6 Project Inspections and Visit to the Site/s

2.6.1 During the Proposal Stage, Bidders would be expected to examine the Project in further detail, and carry out such studies as may be required to submit Proposals for the implementation of the Project. The cost of visiting the site shall be at their own expense. The site inspection certificate issued by concerned Assistant Executive Engineer of Respective sub division counter signed by Executive Engineer of Markets division (Infra Division) should be obtained and submitted/uploaded failing which the bid will be rejected.

2.6.2 The Bidder would be granted permission by BDA for visit of the Commercial Facility on receipt of a formal written request, reasonably in advance of the proposed date of visit.

2.6.3 It is desirable that each Bidder submits its Proposal after visiting the site and ascertaining for itself the location, surroundings, or any other matter considered relevant by it.

2.6.4 It would be deemed that by submitting the Proposal for RFP, the Bidder has:

a. made a complete and careful examination of terms & conditions / requirements, and other information set forth in this RFP document
b. received all such relevant information as it has requested from BDA; and
c. made a complete and careful examination of the various aspects of the Project including but not limited to:
    i. the property;
    ii. structures which are not to be altered
    iii. availability of parking space and prospects of developing the same in future;
    iv. existing facilities and structures;
    v. the conditions of the access roads and utilities in the vicinity of the Project Site;
    vi. conditions affecting transportation, access, disposal, handling and storage of materials;
    vii. all other matters that might affect the Bidder's performance under the terms of this RFP document.

2.6.5 BDA shall not be liable for any mistake or error on the part of the Bidder in respect of the above.

2.7 Right to Accept or Reject any of the Proposals

Notwithstanding anything contained in this RFP, BDA reserves the right to accept or reject any Proposal or to annul the bidding process or reject all Proposals, at any time without any liability or any obligation for such rejection or annulment, without assigning any reasons.

BDA reserves the right to reject any Proposal if:

a. at any time, a material misrepresentation is made or discovered, or

b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal

Rejection of the Proposal by BDA as aforesaid would lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the bids have been opened and the best bidder gets disqualified / rejected, then BDA reserves the right to:

a. either invite the Bidder with the next best offer for negotiations,

OR

b. take any such measure as may be deemed fit in the sole discretion of BDA, including annulment of the bidding process.

BDA reserves the right to invite revised Proposals from Bidders with or without amendment of the RFP at any stage, without liability or any obligation for such invitation and without assigning any reason.

2.8 Contents of RFP

The RFP Document comprises Disclaimer set forth herein above the contents as listed below, and would additionally include any Addenda issued in accordance with Clause 2.8.

1. Introduction and Information to Bidders
2. Bidding Process including Scope of Proposal, Instructions to Bidders
3. Criteria for Qualification
4. Criteria for Evaluation
5. Schedule of Bidding Process
6. Procedure for e-tendering
7. Pre-bid meeting
8. Miscellaneous

Appendices

(i) Format for Covering Letter-Cum-Project Undertaking - **Appendix - A**

(ii) Format for Bid Security/Earnest Money Deposit - A**ppendix - B**

(iii) Format for Anti-Collusion Certificate **- Appendix - C**

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2.9 Amendment of RFP

2.9.1 At any time prior to the Proposal Due Date, BDA may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP Document by the issuance of Addenda / corrigendum.

2.9.2 In order to provide the Bidders a reasonable time to examine the Addendum, or for any other reason, BDA may, at its own discretion, extend the Proposal Due Date.

2.10 Clarifications

A prospective Bidder requiring any clarification on the RFP document may notify BDA in writing by e-mail / registered post / courier to the officer designated below, with identification/ title:

"Queries/Request for Additional Information: RFP for Management of Commercial facility in Malleshwaram Market Complex, Sampige Road, Malleshwaram, Bengaluru, ON CONCESSION MODEL (PPP)":

The Executive Engineer,
Markets Division,
Bangalore Development Authority,
T. Chowdaiah Road,
Kumara Park West,
Bangalore – 560020

The Bidders should send in their queries latest by the **Last date of receiving queries** mentioned in Section 5, Schedule of Bidding Process. BDA would endeavour to respond to the queries by the date mentioned in the Schedule of Bidding Process. The responses will be uploaded in the E-procurement Portal. BDA will submit its responses, at its sole discretion, which would include a description of the enquiry and the response of BDA without identifying the source of the enquiry.

C. Preparation and Submission of Bids / Proposal

2.11 Language and Currency

2.11.1 The Proposal and all related correspondence and documents should be written in the English language. Supporting documents and printed literature furnished by Bidder with the Proposal may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Proposal, the English language translation shall prevail.

2.11.2 The currency for the purpose of the Proposal shall be the Indian Rupee (INR). BDA reserves the right to use any suitable exchange rate, if the Proposal is submitted in any other currency for the purpose of uniformly evaluating all Bidders.

2.12 Bid Security / Earnest Money Deposit (EMD)

2.12.1 Proposals would need to be accompanied by a bid security for an amount of Rs.25,00,000/- (Rupees Twenty Five Lakhs) ("Bid Security"). The Bid Security shall be kept valid throughout the Proposal Validity Period and would need to be extended if so required by BDA for any extension in Proposal Validity period.

2.12.2 The Bidders will have an option to provide Bid Security (EMD) through any of the two modes of e-payment as specified in the e-procurement portal (i.e. in the form of a on-line transfer/ Bank Guarantee) (See Format in Appendix B). The Bid shall be summarily rejected if it is not accompanied by the Bid Security (EMD).

2.12.3 The Bid Security shall be returned to the unsuccessful Bidders within a period of four (4) weeks from the date of announcement of the Successful Bidder. The Bid Security submitted by the Successful Bidder shall be retained till it has provided a Performance Security under the Concession Agreement.

2.12.4 The Bid Security (EMD) shall be forfeited in the following cases:

a. If the Bidder modifies or withdraws its proposal except as provided in Clause 2.18.
b. If the Bidder withdraws its Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period.
c. If any information or document furnished by the Bidder turns out to be misleading or untrue in any material respect.
d. If the Bidder does not execute the Concession Agreement within the time frame mentioned.

2.13 Validity of Proposal

Proposal shall remain valid for a period not less than 90 days from the Proposal Due Date ("Proposal Validity Period"). BDA reserves the right to reject any Proposal, which does not meet this requirement.

2.14 Extension of Validity of Proposal

2.14.1 In exceptional circumstances, prior to expiry of the original Proposal Validity Period, BDA may request Bidders to extend the Proposal Validity Period for a specified additional period.

2.14.2 Prior to expiry of the Proposal Validity Period, BDA may request the Bidders to extend the period of validity for a specified additional period. A Bidder may refuse the request without forfeiting its Bid Security. A Bidder agreeing to the request will not be allowed to modify its Proposal, except as provided under Clause 2.18 but would be required to extend the validity of its Bid Security for the period of extension.

2.14.3 The Successful Bidder shall, where required, extend the Proposal Validity Period till the date of execution of the Concession Agreement.

2.15 Format and Signing of Proposal

2.15.1 The Bidder shall provide all the information and the documents as per this RFP and in the required format in electronic mode through e-portal. The Authority will accept only those Bids that are received in the required formats and complete in all respects. Incomplete and/or conditional Bids shall be liable to rejection.

2.15.2 All the documents of the Proposal under this RFP shall be uploaded on e-procurement platform: http://www/eproc.karnataka.gov.in using digital signature.

2.16 Marking and Submission of Bids

2.16.1 The Bidder shall upload the Technical Bid & Financial Bid documents on e-procurement platform in the specified formats.

2.16.2 The documents shall be marked as indicated below:

E- Envelop 1: Technical Bid

Covering Letter-Cum-Project Undertaking - **Appendix -A**;

Bid Security - Appendix –B;

Anti-Collusion Certificate - **Appendix –C**;

Details of Bidder **- Appendix –D;**

Financial Capability of Bidder - **Appendix- E;**

Format for Technical Proposal **- Appendix F;**

Format for Financial Proposal **- Appendix G;**

Details of Property Schedule **- Appendix H;**

Scope of Work – **APPENDIX I;**

Power of Attorney for signing the Bid as per the format at **Appendix-J;**

If applicable, Power of Attorney for Lead Member of Consortium as per the format at **Appendix-K;**

If applicable, Joint Bidding Agreement for Consortium as per the format at **Appendix-L**;

Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 5 years;

Certificate of incorporation, copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed or any other relevant documents pertaining to incorporation;

Technical Proposal

The Technical Proposal shall contain the following documents pertaining to the eligible project :

a. Ownership or lease hold rights or concession rights of Commercial Facility / Shopping Mall of more than one Lakh Square Feet;
b. Area Statement Commercial Facility;
c. Photographs of Commercial Facility;
d. Lease Agreements / Lease Deeds having signed with tenants;

Technical Proposal shall be submitted (in PDF format) as per details provided in Appendix F.

2.16.3 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.

E- Envelop 2: Financial Bid

Financial proposal as per the format enclosed as Appendix G

2.16.4 **The Bidder shall submit the following documents physically:**

a. Original Power of Attorney for signing the Bid as per format;
b. if applicable, Original Power of Attorney for Lead Member of Consortium as per the format;
c. if applicable, Original Joint Bidding Agreement for Consortium;
d. Original Bank Guarantee towards bid security / EMD;

2.16.5 The cover shall be addressed to the following officer and shall be submitted at the respective address before opening of Technical Bids on E-procurement portal:

Address:

The Executive Engineer,
Markets Division,
Bangalore Development Authority,
T. Chowdaiah Road,
Kumara Park West,
Bangalore - 560020

2.17 Proposal Due Date

2.17.1 Proposals should be submitted before 1600 hours IST on the Proposal Due Date mentioned in the Schedule of Bidding Process, to the address provided in relevant Clause in the manner and form as detailed in this RFP. Proposals submitted by either facsimile transmission or telex will not be acceptable.

2.17.2 BDA may, in exceptional circumstances, and at its sole discretion, extend the Proposal Due Date by issuing an Addendum in accordance with Clause 2.8 uniformly for all Bidders.

2.18 Late Proposals

2.18.1 E-procurement platform: http://www/eproc.karnataka.gov.in, shall not allow submission of any Bid after the prescribed date and time. Physical receipt of documents listed at relevant Clause of the RFP after the prescribed date and time shall not be considered and the bid shall be summarily rejected.

2.19 Modifications/ Substitution/ Withdrawal of Proposals

2.19.1 The Bidder may modify, substitute or withdraw its e- Bid after submission prior to the Bid Due Date.

2.19.2 Withdrawal of a Proposal during the interval between the Proposal Due Date and expiration of the Proposal Validity Period would result in forfeiture of the Bid Security.

2.20 Pre-Proposal Meeting(s)

2.20.1 To clarify and discuss issues with respect to the Project and the RFP, BDA will hold a Pre-Proposal meeting on the date prescribed in section 5.

2.20.2 Prior to the Pre-Proposal meeting, the Bidders may submit a list of queries, if any, on the Project requirements and/or the Concession Agreement. Bidders must formulate their queries and forward the same to BDA as per RFP Time Schedule prior to the meeting. BDA may, in its sole discretion or based on inputs provided by Bidders that it considers acceptable, amend the RFP.

2.20.3 Bidders may note that BDA will not entertain any deviations to the RFP at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the bidders would have to be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP with all its contents including the Draft Concession Agreements. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.

2.20.4 Attendance of the Bidders at the Pre-Proposal meeting(s) is not mandatory. However, subsequent to the meeting, BDA may not respond to queries from any Bidder.

D. Evaluation of Proposal

2.21 Proposal Opening

2.21.1 BDA would open the Proposals (E-Cover -1) through online process. E-Cover -1 (Technical Bid / Qualification Bid) of only those Bidders shall be opened online whose documents listed at Clause 2.16.2 above of the RFP, have been physically received.

2.21.2 Proposals for which an acceptable notice of withdrawal has been submitted in accordance with the terms of RFP shall not be opened.

2.21.3 BDA would subsequently examine and evaluate Proposals in accordance with the criteria set out in Section 3 and 4.

2.21.4 BDA reserves the right to reject any Proposal, if:

a. at any time, a material misrepresentation is made or discovered;

or

b. the Bidder does not respond promptly and diligently to requests for supplemental information required for the evaluation of the Proposal.

2.21.5 Rejection of Bids

Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.21.6 The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.22 Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the Bidders shall not be disclosed to any person not officially concerned with the process. BDA will treat all information submitted as part of Proposal in confidence and would require all those who have access to such material to treat the same in confidence. BDA will not divulge any such information unless it is ordered to do so by any authority pursuant to applicable law or order of a competent court or tribunal, which requires its disclosure.

2.23 Tests of Responsiveness

2.23.1 Prior to evaluation of Proposals, BDA will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive if:

a. The Proposal is received before 1600 Hrs (IST) on the Proposal Due Date including any extension thereof.
b. Technical Bid is accompanied by the Bid Security as specified in the RFP;
c. Technical Bid is accompanied by the Power of Attorney as specified in the RFP;
d. Technical Bid is accompanied by Power of Attorney for Lead Member of Consortium and the Joint Bidding Agreement as specified in the RFP, if applicable;
e. Technical Bid containing all the information (complete in all respects);
f. Technical Bid does not contain any condition or qualification; and
g. Proposal contains the information in reasonable detail. ("Reasonable Detail" means that, but for minor deviations, the information can be reviewed and evaluated by BDA without communication with the Bidder). BDA reserves the right to determine whether the information has been provided in reasonable detail.
h. If there are no inconsistencies between the Proposal and the supporting documents.

The BDA (Authority) reserves the right to reject any Technical Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

2.23.2 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one which,

a. affects in any substantial way, the scope, quality, or performance of the Project/s, or
b. limits in any substantial way, inconsistent with the RFP document, BDA's rights or the Bidder's obligations under the Concession Agreements, or
c. unfairly affects the competitive position of other Bidders presenting substantially responsive bids.

2.23.3 BDA reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by BDA in respect of such Proposals.

2.24 Clarifications

To assist in the process of evaluation of Proposals, BDA may, at its sole discretion, ask any Bidder for clarification on its Proposal or substantiation of any of the submissions made by the Bidder in KPPP. No material change in the substance of the Proposal would be permitted by way of such clarification / substantiation.

2.25 Consultant(s) or Advisor(s)

To assist in the examination, evaluation, and comparison of Proposals, BDA may utilise the services of consultant(s) or advisor(s).

2.26 Evaluation of Technical Bids and opening and evaluation of Financial Bids

2.26.1 Evaluation of Proposals shall be carried out as indicated below and in more detail in Section 3 and 4.

2.26.2 Only those Bidders who meet the eligibility criteria specified in relevant Clause above shall qualify for evaluation. Bids of firms/ consortia who do not meet these criteria shall be rejected.

2.26.3 A Bidder's competence and capability is proposed to be established by the following parameters:

a. Past Experience;

b. Financial Capacity; and

c. Technical Proposalin proof of ownership / lease hold rights of the Commercial Facility submitted for evaluation of Technical Capability;

Cover -1:

- The proposals would be checked for responsiveness to the RFP. Such Bidders whose proposals have been found to be responsive would need to satisfy the qualification criteria as per Section 3

- Project Technical Proposal of such Bidders who satisfy the Experience Criteria and Financial Capacity, would be evaluated as set out in Appendix F. Bidders would be required to assist and make presentations in front of the Technical Committee formed by BDA on their Technical Proposals at this stage if needed.

Cover -2:

- Financial proposals of only those Bidders whose Technical Proposals meet the requirements of the Technical Committee would be considered for evaluation.

2.26.4 The Bidder offering the highest financial proposal would be declared as the Successful Bidder.

2.27 Notifications

BDA will notify the Successful Bidder and LoI/LoA in KPPP.

2.28 Letter of Acceptance (LoA) and Execution of Concession Agreement

2.28.1 Within three (3) week from the date of issue of the LoA, the Successful Bidder(s) shall acknowledge the LoA. The Successful Bidder(s) shall execute the Concession Agreement and submit the Performance Security.

2.29 Performance Security

At the time of execution of Concession Agreement, the Successful Bidder or one of the members of Consortium of the Successful Bidder,shall furnish Performance Security for the value of Rupees One Crore only (Rs. 1,00,00,000/-) by way of Bank Guarantee or Fixed Deposit Receipt in favour of the Commissioner, BDA, as required under the Concession Agreement. The Performance Security handed over to BDA by the Concessionaire upon execution of the Concession Agreement shall be valid at least for one year and the same shall be extended from time to time till the end of the Concession period.

3. Criteria for Qualification

3.1 Evaluation Parameters for qualification

3.1.1 The Bidders shall have to be eligible bidders as referred to under Clause 2.3

The Bidder's competence, capability and eligibility are proposed to be established by the following parameters:

A. **Experience**

B. **Financial capability in terms of**

- Net worth
- Average Turnover

C. **Technical Capability in terms of**

- Similar Experience

3.1.2 On each of these parameters, the Bidder would be required to meet the qualification criteria as detailed in this Section.

A. Experience

3.2 Qualification Criterion for Experience

3.2.1 The bidders can qualify by satisfying the criteria under either of the following categories.

Project experience: Developer's / Concessionaire's Experience

Experience	Documents to be submitted in proof
Ownership of a commercial project having a minimum built up area of One lakh square feet within one compound / campus. Eligible projects would be deemed to include commercial complexes, Information Technology Park and Shopping Malls, Hotels/Recreation/Retreat/Rejuvenation Centers, Hospital buildings in any one year during the last 5 years.	▪ Bidder shall provide an Auditor's Certificate specifying the built up area details, possession and maintenance of commercial property for at least one (1) year during the last five (5) years; ▪ Bidder shall submit lease agreements having signed with various tenants, validity of which existed at least one (1) year during

	last five (5) years, pertaining to a commercial project (Eligible Project) claimed for qualification; ▪ Bidder shall submit tax paid receipt or Khatha Certificate in proof of ownership of commercial property (being claimed for experience / qualification) for a period of at least one (1) year during the last five (5) years (Above documents have to be in the name of the bidder or in the name any one of the members in case of Consortium)

For the purpose of evaluation, properties shall be defined as entertainment complexes (multiplex, cinema hall, auditorium, museum, games complex with video games, bowling alleys, and snooker / billiards area), shopping malls, amusement parks, offices commercial complexes, Hotels, Recreation / Retreat centers etc.

3.2.2 In case of a Consortium, at least one member should satisfy the above Qualification Criteria for experience.

B. Financial Capability

3.3 Qualification Criteria for Financial Capability

3.3.1 For the purpose of Qualification, a Bidder would be required to demonstrate the Threshold Financial Capability measured on the criteria as listed below. The Bidder would have to satisfy at least two out of the given three criteria.

Financial Capability	Documents to be submitted
1. Net worth of the Bidder as of 31st March 2025 shall be at least equal to Rs.3000 lakhs.	▪ Net worth statement as of 31st March 2025 duly certified by a Chartered accountant. ▪ (Above documents have to be in the name of the bidder or in the name any one of the members in case of Consortium)
2. The annual rental yield / sales (Total revenues as indicated in the financial statement) of the Bidder in any one of the last five financial years shall be at least Rs. 500 lakhs).	• Audited Balance Sheets duly certified by a Chartered accountant. • (Above documents have to be in the name of the bidder or in the name any one of the members in case of Consortium)

3.3.2 In case of a Consortium, any one member, should satisfy the above Qualification Criteria for financial capability. The Bidder/Member of Consortium should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

C. Technical Capability and similar experience

3.4 The Bidder shall submit required documents to support it's / their experience in management of Commercial Complex / Shopping Malls / Retails Complex /

Hotels/ Recreation / Retreat Centres/Resorts, Hospital Buildings as set out in the qualification Criteria.

3.5 Special Conditions for Consortium.

3.5.1 The Consortium shall incorporate a company either under the Companies Act or Limited Liability Partnership or a Partnership Firm which shall act as a special purpose vehicle (SPV). Such joint venture company (SPV) would enter into the agreement and subsequently carry out all the responsibilities of the successful bidder in terms of the agreement, (in case the Project is awarded).

3.5.2 The Lead Member shall commit to hold a minimum equity stake (in the SPV) equal to 35% (thirty five per cent in case of 3 members of Consortium and shall have at least 51% share holding in the event of two member consortium) of the paid up and subscribed equity of such company/LLP/Partnership Firm, AND the Associate member(s) would commit to hold a minimum equity stake equal to 11% of such company.

4. Criteria for Evaluation

4.1 Evaluation Parameters

4.1.1 The Qualification Criterion, under Cover-1, shall be the Experience, Financial Capabilities to be submitted in the first envelop,to qualify in the technical bid, as per this RFP. Second envelop shall be opened of bidders whose technical bids submitted in the First cover (Cover-1) are declared as successful.

4.1.2 The Financial proposal comprises the following component payable to BDA:

Concession Fee: The quarterly Concession Fee shall constitute the sole criteria for evaluation of bids subject Clause 2 and it's sub-clauses. The project will be awarded to the bidder quoting highest quarterly Concession Fee inclusive of taxes and levys. Concession Fee shall be payable to BDA as per the Financial proposal set out in Appendix G (Format for Financial proposal).The Selected Bidder shall make payment of Quarterly Concession Fee in accordance with the Draft Concession Agreement

4.1.3 The Financial proposals of those bidders, whose technical proposals are found to be acceptable by BDA, would be ranked in the descending order and the Bidder quoting the highest Concession Payment would be declared as the Successful / Preferred Bidder.

4.1.4 In the event that two or more Bidders quote exactly the same highest Concession Payment, then BDA reserves the right either to,

(a) Call for negotiations and Select the bidder with the higher negotiated bid amount among the two, or

(b) Invite fresh Proposals from these Bidders, or

(c) Take any appropriate action for the implementation of the Project.

4.2 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

4.3 Correspondence with Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid. Any information contained in the Bid shall not in any way be construed as binding on

the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.

4.4 FRAUD AND CORRUPT PRACTICES

4.4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Agreement, or otherwise.

4.4.2 Without prejudice to the rights of the Authority under Clause 4.4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Agreement, or otherwise if a Bidder or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 1 (one) year from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

5. Schedule for Bidding Process

5.1 BDA would endeavour to adhere to the following schedule:

Calendar of Events

6. (1) Date of availability of Tender Documents in e-portal: 29.01.2026
7. (2) Last date and time for submission of Tender Pre-Bid enquiries: 02.02.2026, 3.00 P.M.
8. (3) Date and time of Tender Pre-Bid Meeting: 03.02.2026, 3.00 P.M.
9. (4) Last date and time for submission of Tender: 02.03.2026,4.00 P.M.
10. (5) Date of opening Technical Bid of Tender: 03.03.2026 after 4.30 P.M Interested Bidders can view further details on https://kppp.karnataka.gov.in and for more details it is requested to contact the Market Division of BDA during office hours.
11. Any changes in calendar of events will not be published in newspapers and will be notified in E-procurement only.

12. Procedure for e-tendering

12.1 Accessing/ Purchasing of Bid documents

12.1.1 It is mandatory for all the Bidders to have Digital Signature Certificate (DSC) (in the name of Authorized Signatory / Firm or Organization / Owner of the Firm or organisation) from any of the licensed Certifying Agency (Bidders can see the list of licensed CAs from the link **www.cca.gov.in**) to participate in e-tendering of the Authority.

12.1.2 DSC should be in the name of the bidder or authorized signatory or any one of the members of consortium. The Bidder shall submit document in support of the DSC. In case the digital signatory is not same as the bidder or member of consortium, the bid shall be considered non-responsive.

12.1.3 To participate in the bidding, it is mandatory for the Bidders to get registered their firm / Consortium with e-procurement portal of the Authority **https://kppp.karnataka.gov.in/** to have user ID & password which has to be obtained by submitting an annual registration charges to the e-tendering service provider through their e-payment gateway. Validity of online registration is one year.

12.1.4 Registration with e-procurement portal of the Authority should be valid at least up to the date of submission of Bid. Bids can be submitted only during the validity of registration.

12.1.5 If the firm / member of Consortium is already registered with e-tendering service provider of the Authority, and validity of registration is not expired the firm / Consortium is not required a fresh registration.

The complete Bid document can be viewed / downloaded by the Bidder from e-procurement portal of the Authority **https://kppp.karnataka.gov.in/** from 29.01.2026.

13. Pre-bid meeting

13.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.

13.2 During the course of Pre-Bid meeting(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

14. Miscellaneous

14.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Bengaluru shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.

14.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;

(a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Bidder in order to receive clarification or further information;

(c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

(d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.

14.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDIX A

(Format for Covering Letter-Cum-Project Undertaking)

Note: On the Letterhead of the Bidder

To

The Executive Engineer,
Markets Division,
Bangalore Development Authority,
T. Chowdaiah Road, Kumara Park West,
Bangalore – 560 020

Dear Sir/s,

Ref: Bid for "Management of Commercial Facility in Malleshwaram Market Complex, Sampige Road, Malleshwaram, Bengaluru, on Concession Model (PPP)" basis.

1. With reference to your RFP document dated, I/we, having examined the Bidding document and understood its contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Concessionaire for the aforesaid Project, and we certify that all information provided in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

I/ We declare that:

5. I/ We have examined and have no reservations to the Bidding documents, including any Addendum issued by the Authority.

I/ We do not have any conflict of interest in accordance with terms of the RFP document;

6. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in respect of any tender or request for Bid issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State;

7. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with terms of the RFP document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy (ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium submitting a Bid for this Project.

11. I/We acknowledge and undertake that our Consortium is qualified in stage-1 on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for the period of 2 (two) years from the date of commencement of the Project, hold equity share capital not less than 11% (eleven percent) of the subscribed and paid up equity of the Concessionaire. We further agree and acknowledge that the aforesaid obligation shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

12. I/ We understand that the Selected Bidder shall incorporate SPV as such prior to execution of the Concession Agreement.

13. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

14. I/We have studied all the Bidding Documents carefully and also surveyed the project site. We understand that except to the extent as expressly set forth in the Concession Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or relating to the Bidding Process including the award of Concession.

15. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.

16. The Bid Project Cost has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs and after a careful assessment of the site and all the conditions that may affect the Project cost and implementation of the Project.

17. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.

18. We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.

19. I/We shall keep this offer valid for 90 days from the Bid Due Date specified in the RFP.

20. I/ We hereby submit our Bid as indicated in Financial Bid for undertaking the aforesaid Project in accordance with the Bidding Documents and the Concession Agreement

21. In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP document.

Signature of the Authorised Person

Date ……..

APPENDIX B

FORMAT FOR BID SECURITY

BANK GUARANTEE FOR EARNEST MONEY DEPOSIT

WHEREAS ---------- (hereinafter called “the Bidder”) has submitted his bid dated ---------- for a project namely “Management of Commercial facility in Malleshwaram Market Complex, Sampige Road, Malleshwaram, Bengaluru, on Concession Model (PPP)” (hereinafter called “the Bid”).

KNOWN ALL MEN by these presents that We ---------- Bank, ---------- Branch, having our registered office at ..... (hereinafter called “the Bank”) are bound unto The Commissioner, Bangalore Development Authority (hereinafter called “the Employer”) in the sum of Rs. 24,00,000/- (Rupees Twenty FourLakhs Only) for which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank this ----------day of ---------- 2026.

THE CONDITIONS of the obligation are: 1. If the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid; 2. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of Bid validity; (i) Fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders; or (ii) Fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders. We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by his is due to him owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions. This Guarantee will remain in force up to and including the date 225 days after the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer; notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the bank not later than the above date.

Date _____ Signature of the Bank _____ Witness _____ Seal _____

APPENDIX C

Format for Anti-Collusion Certificate

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Proposal for the Project **"Management of Commercial facility in Malleshwaram Market Complex, Sampige Road, Malleshwaram, Bengaluru, on Concession Model (PPP)"**, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this .....Day of ....., 2026

.....

(Name of the Bidder)

.....

(Signature of the Authorised Person)

.....

(Name of the Authorised Person)

Note: On the Letterhead of the Bidder

APPENDIX D

Format for Details of Bidder

1. (a) Name

   (b) Country of incorporation

   (c) Address of the registered office, corporate headquarters, and its branch Office (s), if any, in India

   (d) Date of incorporation and/or commencement of business.

2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project.

APPENDIX E

Format for Financial Capability of Bidder

Net Worth (Rs. Lakhs)	
As of 31st December 2026	Year 2024 –25

Annual Sales Turnover (Rs. Lakhs)	
Year	**Amount**
2020-21	
2021-22	
2022-23	
2023-24	
2024-25	

The Bidder should provide the Financial Capability based on its own financial statements. Financial Capability of the Bidder's parent company or its subsidiary or any associate company will not be considered for computation of the Financial Capability of the Bidder.

General Instructions:

The Bidder shall provide the audited annual financial statements (Last two completed financial years and a provisional financial statement as at 31.12.2026 duly certified by auditor) as well as a Net worth statement (as of 31st March 2025) as required for this RFP. Failure to do so would be considered as a non-responsive bid. Financial statements of any one member may also be accepted.

APPENDIX F

Technical Proposal

The Bidder shall submit a Technical Proposal (in pdf format) demonstrating the experience in marketing, tenanting, re-tenanting and leasing of commercial facility of a minimum of one lakh fifty thousand square feet, either in the capacity of ownership basis or lease hold basis or Concessionaire basis.

Proposal

The bidder is required to submit the Technical Proposal,only for the purpose of evaluation of the E-cover -1 (First Cover).

The Technical Proposal shall contain the following documents pertaining to the eligible project :

e. Ownership or lease hold rights or concession rights of Commercial Facility / Shopping Mall of more than one Lakh fifty thousand Square Feet;
f. Floor Plans of Commercial Facility;
g. Area Statement Commercial Facility;
h. Photographs of Commercial Facility;

Technical Proposal shall be submitted (in PDF format) as per details provided in Appendix F

APPENDIX G

Format for Financial Proposal

(On the letterhead of the Bidder)

Description	In Figures (Rs.)	In Words (Rs.)
Management of Commercial Facility in Malleshwaram Market Complex at Sampige Road, Malleshwaram, Bengaluru on Concession Terms under PPP (DBFOT) Model -Quarterly Concession Payment		

In case of a discrepancy between the Concession Payment expressed in figures vis-à-vis the Concession Payment expressed in words, the latter shall govern.

_____

Signature of Authorised Signatory

_____

Name of Authorised Signatory

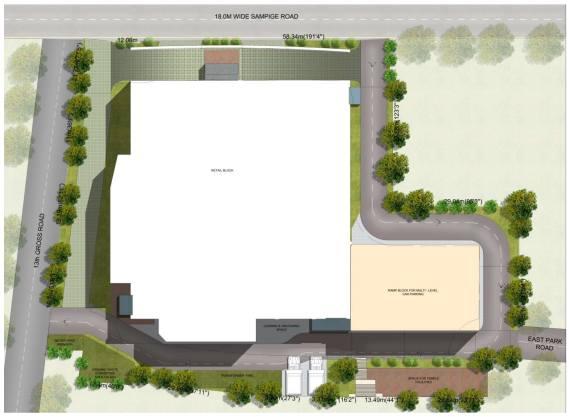
Date:

Note: Conditional Financial proposals will not be acceptable.

APPENDIX H

Property Schedule: Project Site(Schedule A) and (Commercial Facility – Schedule B)

Site Plan



7

Indicative site area details:

Schedule – A Property:

All that piece and parcel of Property namely Malleshwaram Market, Sampige Road, Malleshwaram, Bangalore - 560 003, measuring about 6522 Square Meters or 70,176.72 Sq. Ft;

Bounded by :	East by:	Sampige Road
	West by:	Scouts Ground
	North by:	13th Cross Road
	South by:	Property of Eshwari Seva Mandali&another;

Schedule – B Property:

All that piece and parcel of Commercial Facility including Parking Facility situated within the Project site and the Lower Basement Floor, Upper Basement Floor, Ground Floor (excluding shops handed over to BBMP), First Floor, Second Floor, Third Floor, Fourth Floor, Fifth Floor and Terrace Floor constructed in the Schedule – A Property in Ground Floor, with the rights in all open spaces, common areas, of the entire Building.

APPENDIX I

Scope of Work

1. The Concessionaire shall pay a quarterly Concession Fee to BDA during the period of the concession. The concession Fee quoted by the concessionaire shall increase at the rate of 5% every 5 years.
2. The Concessionaire shall provide for public conveniences in terms of toilets, drinking water fountains and access to the physically handicapped in the proposed Commercial Facility in accordance with the BBMP Bylaws.
3. BDA shall deliver the Commercial Facility free of all encumbrances to the Concessionaire, on the day of executing the Concessionaire Agreement.
4. BDA shall at it's costs, shall provide Occupancy Certificate for the Project Facility constructed in the Schedule Property along with required approvals from various bodies such as Fire services, BESCOM, BWSSB, Airport Authority, Pollution Control Board, environmental Clearances etc. as mandated in the building bye laws. The Commercial operation date shall commence after nine months(period for construction and furnishing retail shops and granting licences) from the day after furnishing of Occupancy Certificate along with statutory approvals.
5. The Concessionaire shall at its cost, expenses and risk make such financing arrangement as would be necessary to manage the Commercial facility and to meet all of its obligations in a timely manner. The concessionaire shall have the right to create mortgage or an encumbrance on the Concession rights or Lease hold rights of whole or any part of the Commercial Facility for the purpose of securing any facilities or loans or limits from banks or financial institutions or from Equity Funds. However such loan facility shall be restricted to only the Concession Period granted to the Concessionaire.

6. The Commercial Facility, Parking Facility and the Project Site shall be handed back to BDA at the end of the Concession Period in good, aesthetic, well maintained condition.

Appendix J: Format for Power of Attorney for signing of Bid

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), _____son/daughter/wife of _____and presently residing at _____, who is presently employed with us/ the Lead Member of our Consortium and holding the position of _____ , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our "**Bid for "Management of Commercial Facility in Malleshwaram Market Complex, Sampige Road, Malleshwaram, Bengaluru, on Concession Model (PPP)"**invited by the Bangalore Development Authority (the "Authority") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bid meeting and other meetings/conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project(s) and/ or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2

For ……..

(Signature, name, designation and address) of person authorized by Board Resolution (in case of Firms/Company)/Partner in case of Partnership Firms

Witnesses:

1.

2

Notarised

Notarised Person identified by me/personally appeared before me
/signed before me/Attested/Authenticated*
(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)

Seal of the Notary

Registration Number of the Notary

Date_____

Accepted

(Signature, name, designation and address
of the Attorney)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Appendix K: Power of Attorney for Lead Member of Consortium

Whereas the Bangalore Development Authority (the "Authority") has invited Bids from interested parties for the Bid for **"Management of Commercial Facility in Malleshwaram Market Complex, Sampige Road, Malleshwaram, Bengaluru, on Concession Model (PPP)"** (the "**Commercial Facility**").

Whereas, _____, _____ and _____(collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, (hereinafter collectively referred to as the "**Principals**") and We, _____ having our registered office at _____, (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorise M/S _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**"). We hereby irrevocably authorise the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all Bids and other documents and writings,

participate in bidding process and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 2___

For ……..

(Signature, Name & Title)

For ……..

(Signature, Name & Title

For ……..

(Signature, Name & Title

Witnesses:

1.

2.

(Executants)(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and

when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.

- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

Appendix L: Joint Bidding Agreement

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the …… day of …… 20…

AMONGST

1. {…… Limited, a company incorporated under the Companies Act, 1956/20131} and having its registered office at …… (hereinafter referred to as the "**First Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {…… Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at …… (hereinafter referred to as the "**Second Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {…… Limited, a company incorporated under the Companies Act, 1956/2013} and having its registered office at …… (hereinafter referred to as the "**Third Part**" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND AND THIRD Part, are collectively referred to as the "**Parties**" and each is individually referred to as a "**Party**"

WHEREAS,

---

[1]A Bidder who is registered abroad may submit the words viz "a company registered under Companies Act, 1956/2013" by the words viz "a company duly organised and validly existing under the jurisdiction of its incorporation".

(A) TheBangalore Development Authority (the "Authority"), having its office at T. Chowdaiah Road, Kumara Park West, Bangalore – 560 020, Karnataka, India (hereinafter referred to as the "**Authority**" or "BDA" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the "**Bids**") by its Request for Bid No. …… dated ……(the "**RFP**") for selection of Bidder for **"Management of Commercial facility in Malleshwaram Market Complex, Sampige Road, Malleshwaram, Bengaluru, on Concession Model (PPP)"**(the "Commercial Facility").

(B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and

(C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the "**Consortium**") for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act 2013 for entering into a

Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

First Party:

Second Party:

Third Party:

(Please Specify Role of the each Party such as Lead Member, financial Member etc. for the Project)

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

First Party

Second Party

Third Party

1.1 The Parties undertake that they shall collectively hold a minimum of at least at least 51% (fifty one per cent) of the subscribed and paid up equity share capital of the SPV until five (5) years from the commercial operation date of the Project.

1.2 The Parties undertake that the O&M Member shall subscribe and hold at least 11% eleven per cent) of the subscribed and paid up equity shares in the SPV in terms of the Concession Agreement.}

2. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

(a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

(b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

(i) require any consent or approval not already obtained;

(ii) violate any Applicable Law presently in effect and having applicability to it;

(iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;

(iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or

(v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

(c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

(d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

(e) Each Party shall indemnify the BDA for any losses incurred by BDA due to misrepresentation and / or due to reasons stated in Clause 2(a), 2(b), 2(c) and 2 (d) above.

Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until formation of Special Purpose Vehicle (SPV) and implementation of Project commenced in accordance with the Concession Agreement, in case the

Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated, as the case may be.

3. Miscellaneous

3.1 This Joint Bidding Agreement shall be governed by laws of {India}.

3.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS CONSULTANCY AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN

SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER BY
By;
(Signature)

(Name)

(Designation)

For and on behalf of
SECOND PART BY
By;
(Signature)

(Name)

(Designation)

For and on behalf of
THIRD PARTY
By;
(Signature)

(Name)

(Designation)

In the presence of:

1

2

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

FORMAT OF BANK GUARANTEE FOR SECURITY DEPOSIT

To: _____ [name of Employer] _____ [Address of Employer] WHEREAS _____[name and address of Contractor] (hereinafter called "the Contractor") has undertaken, in pursuance of Contract No._____, dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract"); AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee; NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Contractor, up to a total of Rs._____ [amount of guarantee] Rupees _____ [in words], and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____[amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein. We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the Contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification. This guarantee shall be valid until 30 days from the date of expiry of the Defects Liability Period.

Signature and seal of the Guarantor
Name of Bank _____
Address _____
Date

O&M REQUIREMENTS

1. General

a. The Concessionaire shall comply with the O&M Requirements of Project Facility as set out in this Schedule.

b. In the planning and implementation of all works and functions associated with the operation and maintenance of the Project Facilities, the Concessionaire shall take all such actions and do all such things (including without limitation, organising itself, adopting measures and standards, executing procedures including inspection procedures, and engaging agencies) in such manner, as will:

   (i) Ensure the safety of personnel deployed on and users of the Facilities or part thereof;

   (ii) Keep the Project Facilities from undue deterioration and wear;

c. During the Concession Period, the Concessionaire shall ensure that:

   (i) Project Facility is kept free from undue deterioration and undue wear;

   (ii) applicable and adequate safety measures are taken;

   (iii) adverse effects on the environment and to the tenants and occupiers of property and/or land in the vicinity of the Project Facilities, due to any of its actions, is minimised;

   (iv) any situation which has arisen or likely to arise on account of any accident or other emergency is responded to as quickly as possible and its adverse effects controlled/minimised;

(v) disturbance or damage or destruction to property of third party by operations of the Project Facilities is controlled/minimised;

(vi) a complaint register to record grievances of any member of the public in relation to the operations and maintenance of the Project Facilities is duly maintained;

(vii) all materials used in the maintenance, repair and replacement of any of the assets of the Facilities shall meet the standard requirements.

(viii) the personnel assigned by the Concessionaire have the requisite qualifications and experience and are given the training necessary to enable the Concessionaire meet the O & M Requirements.

2. Maintenance Requirements

A. Routine Maintenance Activities

(a) In order to ensure smooth and uninterrupted use of the Project Facilities routine maintenance of the Project Facilities shall include but not be limited to:

i. repairs to equipment, pavement, building and other civil works, interiors which are part of the Project Facilities;

ii. replacement of equipment/consumables,

iii. maintenance of the Project Facility in accordance with Good Industry Practice;

iv. keeping the Project Facilities in a clean, tidy and orderly condition free of litter and debris;

v. removing and disposing of in accordance with all Applicable Laws and Applicable Permits, all rubbish, debris, etc. including any and all equipment, supplies,

materials and wastes brought or produced by the Concessionaire;

vi. taking all practical measures to prevent damage to the Project Facilities;

vii. preventing, with the assistance of concerned law enforcement agencies where necessary, any unauthorised entry to and exit from and any encroachments on the Project Facilities;

viii. taking all reasonable measures for the safety of all the occupants, workmen, material, supplies and equipment installed in the Project Facilities.

(b) The Concessionaire shall regularly carry out the necessary preventive maintenance activities for their Project Facility to ensure adherence to the Construction Requirements throughout the Concession Period.

B. Emergency Maintenance Activities

(a) The Emergency Response Protocol ("ERP") shall be developed by Concessionaire for their Project Facility in consultation with the local police, hospital/ambulance services, fire departments and other authorities/support personnel and the Project Engineer.

(b) The ERP shall set out steps to be taken and measures to be adopted by the Concessionaire in responding to dealing with Emergency including those situations related to vehicle accidents, fire in Project Facilities involving personal injuries or fatalities, property damage and force Majeure.

(c) In case of Emergency, the Concessionaire shall

(i) carry out such emergency maintenance and repairs as may be required to repair the damages, if any, where required under the supervision of the police in order to ensure that the Project Facilities are returned to normal operating standards as quickly as possible.

(ii) follow the relevant operating procedure including the setting up of temporary traffic cones and lights as well as the removal of obstruction and debris expeditiously.

4. Safety

The Concessionaire shall implement a Safety Management Programme in line with relevant guidelines.